

Oil & Gas (90)

The Original Discovery Oil Company, Limited

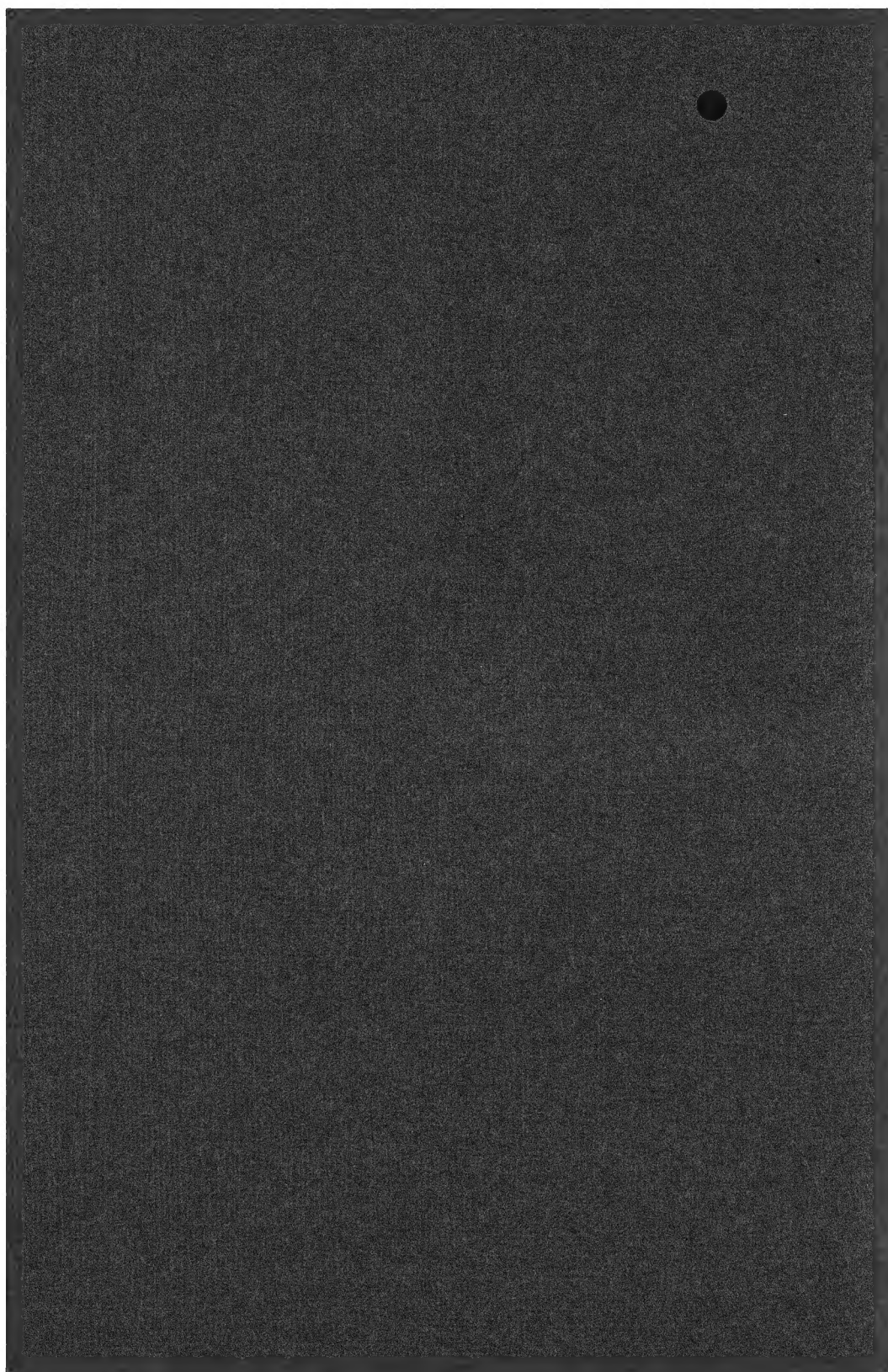
PROSPECTUS



Filed with the Registrar of Companies, Edmonton

Head Office: Room 1, Burns Block, Calgary, Alta.

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Mrs. Beattie

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The Original Discovery Oil Company, Limited

PROSPECTUS

(Filed with the Registrar of Companies at Edmonton)

Issued and published on the 29th day of June, 1914

THE ORIGINAL DISCOVERY OIL COMPANY,
LIMITED,
incorporated under the Companies Ordinance of the Province
of Alberta, and amendments thereto.

Authorized Capital One Million Dollars (1,000,000), divided
into one million shares of the par value of \$1.00 each.

President:

ALDERMAN E. H. CRANDELL, President Crandell
Pressed Brick Company, Calgary.

Vice-President:

J. W. DAVIDSON, President Crown Lumber Company,
Limited, Calgary.

Secretary-Treasurer:

R. B. O'SULLIVAN, Broker, Calgary.

Directors:

WILLIAM S. BATES, Architect, Calgary.
F. E. OSBORNE, Merchant, Calgary.
GEORGES DE LA SALLE, Capitalist, Calgary.

Managing Director

E. H. CRANDELL.

Solicitors:

MESSRS. JONES, PESCOD & ADAMS.

Bankers:

MERCHANTS BANK OF CANADA.

Auditors:

MESSRS. READ, HEGAN, CALLINGHAM & CO., C.A.

Registrar and Transfer Office:

P. D. SPRUNG, Room 10, Burns Block, Calgary.

Head Office of Company:

No. 1 Burns Block

Date of incorporation, 27th June, 1914.

Fiscal Agent:

R. B. O'SULLIVAN, Room 1, Burns Block, Calgary.

65.9.22/6

PROSPECTUS

The Original Discovery Oil Company, Limited, has been organized for the purpose of developing selected portions of an area that for many years has been known far and wide as the first proven oil producing district in Alberta. Located in the Forest Reserve, prior to the establishment by the Dominion Government of this branch of the Department of the Interior, the Company is now entitled to develop oil lands that could not now under existing regulations be obtained from the Government.

This naturally enhances in a very marked manner the values of the holdings.

The Company's oil lands are situated in Township One (1), Range Thirty (30), West of the Fourth Meridian, and **include the surface rights**. This is a great asset as it eliminates any possibility of tedious and expensive litigation, which is so likely to occur when a company is drilling for oil on land the surface rights of which are the property of others.

The properties of the Company are specifically described as follows:

1. Legal Subdivision Nine (9), Fifteen (15), and Sixteen (16) of Section Thirty (30), and the East halves of Legal Subdivision Ten (10) and Fourteen (14) of said Section Thirty (30), all in Township One (1), Range Thirty (30), West of the Fourth Meridian, in the Province of Alberta, containing together One hundred and sixty (160) acres more or less; and

The South half of Section Thirty-two (32), in Township One (1), Range Thirty (30), West of the Fourth Meridian, in the Province of Alberta, containing three hundred and twenty (320) acres more or less, excepting thereout seven and twelve hundredths (7 12-100) acres more or less for a roadway as shown on a plan thereof signed by A. P. Patrick, Dominion Land Surveyor, 13th December, 1912, and of record in the Department of the Interior.

Reserving unto His Majesty, his successors and assigns, all mines, and minerals except natural gas and petroleum, and the right to work the same.

The land herein comprised containing as to under rights an area of four hundred and eighty (480) acres more or less, and as to surface rights an area of four hundred and seventy-two and eighty-eight hundredths (472 88-100) acres more or less.

Subject to the payment in respect of petroleum and natural gas of the royalty provided for and to the provisoes and conditions contained in the grant from the Crown, registered as 6456 A.H. (Certificate of Title No. Q.I. 205.)

2. Those portions of fractional Section Thirty (30), in Township One (1), Range Thirty (30) West of the Fourth Meridian, in the Province of Alberta, as shown on a plan of

survey of the said township, approved and confirmed at Ottawa, 7th September, 1907, by Edouard Deville, surveyor-general of Dominion lands, and of record in the Department of the Interior, and being

The South West quarter of said Section Thirty (30), containing fifty and forty hundredths (50 40-100) acres more or less;

The West halves of Legal Subdivisions Seven (7) and Ten (10) of said Section Thirty (30) containing together Forty (40) acres more or less;

And Legal Subdivision Eleven (11) of said Section Thirty (30), containing twenty-five and twenty hundredths (25 20-100) acres more or less.

Excepting out of the above lands, that portion comprised in a plan of record in the Land Titles Office for the South Alberta Land Registration District as "Oil City, 4399-S."

Reserving unto His Majesty, his successors and assigns, all mines and minerals except petroleum and the right to work the same; and

Subject to the payment of such royalty in respect of petroleum as is provided for in the grant from the Crown, registered as "3879-R." (Certificate of Title No. C74.)

3. Legal Subdivision One (1), Two (2), and Eight (8), the East half of Legal Subdivision Seven (7) and the Fractional West half of Legal Subdivision Fourteen (14), all in Section Thirty (30), in Township One (1), Range Thirty (30), West of the Fourth Meridian, in the Province of Alberta, as shown on a plan of survey of the said township, approved and confirmed at Ottawa, 7th September, 1907, by Edouard Deville, surveyor-general of Dominion lands, and of record in the Department of the Interior, containing together one hundred and forty-five and twenty hundredths (145 20-100) acres more or less..

Reserving unto His Majesty, his successors and assigns, all mines and minerals except petroleum and natural gas and the right to work the same.

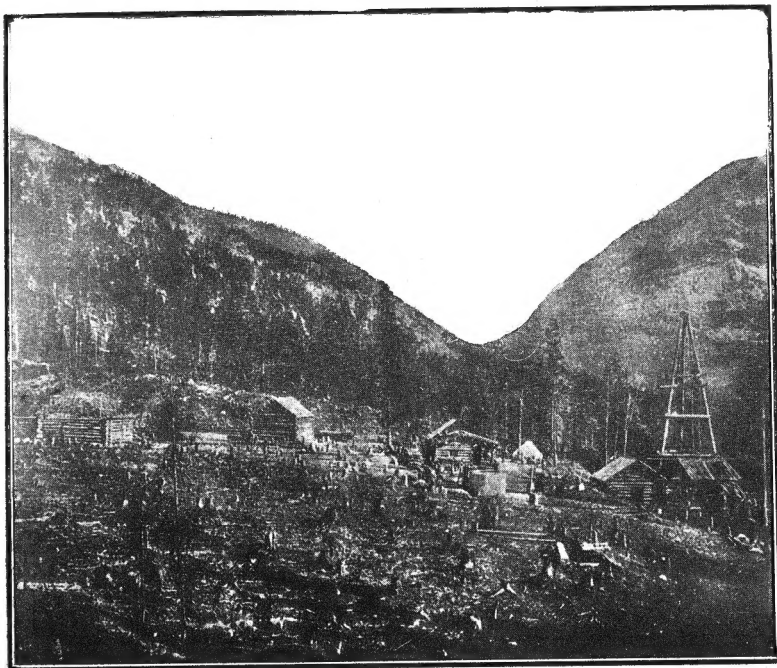
Subject to the payment in respect of petroleum and natural gas of the royalty provided for, and subject to the provisoes and conditions contained in the grant from the Crown, registered as 6457 A.H. (Certificate of Title No. Q.I. 206.)

4. Lots One (1) to Fifteen (15), in block One (1); lots One (1) to Fifteen (15) in block Two (2); lots One (1) to Fifteen (15) in block Three (3); lots One (1) to Fifteen (15) in block Four (4); lots One (1) to Fifteen (15) in block Five (5); lots One (1) to Thirty (30) in block Six (6); lots One (1) to Thirty (30) in block Seven (7); lots One (1) to Twenty-two (22), Twenty-four (24) and Twenty-seven (27) to Thirty (30), in block Eight (8); lots One (1) to Thirty (30) in block Nine (9); lots One (1) to Thirty (30) in block Ten (10); lots One (1) to Thirty (30) in block Eleven (11); lots One (1) to Thirty (30) in block Twelve (12); lots One (1) to

Thirty (30) in block Thirteen (13); lots One (1), Two (2) and Six (6) to Thirty (30) in block Fourteen (14); lots One (1) to Thirty (30) in block Fifteen (15); lots One (1) to Fifteen (15) in block Sixteen (16); lots One (1) to Fifteen (15) in block Seventeen (17); lots One (1) to Fifteen (15) in block Eighteen (18); lots One (1) to Fifteen (15) in block Nineteen (19), and lots One (1) to Fifteen (15) in block Twenty (20), all inclusive and according to a plan of part of Section Thirty (30) in Township One, Range Thirty, West of the Fourth Meridian, in the Province of Alberta; and of part of Section Twenty-five (25), in Township One, Range One, West of the Fifth Meridian, in the Province of Alberta, of record in the Land Titles Office for the South Alberta Registration District as "Oil City 4399-S."

Reserving unto His Majesty, his successor and assigns, all mines and minerals except petroleum and the right to work the same, and

Subect to the payment of such royalty in respect of petroleum as is provided for in the grants from the Crown, registered as "Nos. 3879-R" and "4398-S." (Certificate of Title No. N.B. 149.)



Showing the Camp and the Pass in the Mountains

This cut is taken from the original prospectus of the Rocky Mountain Development Company

There are excepted from the Company's purchase such of the lots in the Oil City Townsite as may have been sold or agreed to be sold previously to the purchase by the Company.

These lands have been purchased at, or for a price to be paid, of two hundred thousands dollars cash, and one hundred and seventy-five thousand shares, par value \$1.00, of fully paid shares of the Company.

This district attracted attention early in the nineties and the interest culminated in the incorporation of a Company under a charter dated February 12th, 1901, granted by the Lieutenant-Governor-in-Council of the North West Territories.

This Company was formed for working the rich oil deposits found in Oil Creek, and to win from Mother Earth the fluid which in what is now known as the "Oil Era," means fortune to the successful explorer.

Having obtained sufficient capital to install machinery, operations were commenced on the North East quarter of Section Thirty, Township One, Range Thirty, West of the Fourth Meridian.

In November, 1901, more or less oil was struck at various depths, and when at 1,020 feet a flow, which was estimated at three hundred barrels a day, was obtained, those interested in the Company realized that their confidence had not been misplaced.

See affidavits on page 6.

Heavy expenditures were incurred and the purchases of the Company included drilling rigs and a 40-barrel still.

Tanks for the storage of the oil were brought in and preparations made to refill the now depleted treasury by the sale of the valuable product. The future of the Company was bright, but difficulty after difficulty was encountered, delay after delay occurred to hinder the transformation of the crude product of Mother Earth into the current coin of the realm, and then the climax came, which capped the many months of nerve racking disappointments. In the anxiety to attain a greater depth proper precautions were omitted, the drill was lost in the well and the black pall of despair enveloped Oil City.

Fitful attempts were made to renew operations, but the treasury was empty, and the man who had been the moving spirit of the enterprise, turned his attention to the absorbing attraction of the time, real estate in Calgary, and no one rose up to take his place.

Latterly the oil properties have been lying dormant under the control of the executors of an estate, but The Original Discovery Oil Company, Limited, is now in a position to offer to the shrewd and careful speculator **One Great Big Opportunity** to become a shareholder in a company which will operate in an area which commends itself, not as being only a

Mr. Butler

“promising locality,” not one in which “strong indications of oil” are found, but in an area in which a well at the depth of 1,020 feet, yielded the crude material at a rate estimated at 300 barrels a day.

The attention of the readers of this Prospectus is directed to the photos reproduced from records of the Rocky Mountain Development Co., Limited.

AFFIDAVITS

The following affidavit is an abstract from the Prospectus of the Rocky Mountain Development Co., Limited:

(1)

North West Territories

To Wit:

I, Alexander Calvert, of Petrolia, in the Province of Ontario, driller, make oath and say:

1. That I have for the last seven years followed the occupation of driller of oil, gas and artesian wells.

2. That I was employed by the Rocky Mountain Development Company, Limited, to drill an oil well on the North East quarter of Section 30, in Township 1, Range 30, West of the 4th Meridian.

3. That on September 21st, 1902, at a depth of ten hundred and twenty feet, the said well commenced flowing at the rate of at least three hundred barrels per day.

Sworn before me at the City of)
Calgary, in the North West Ter-) (Sgd.) Alex. Calvert.
ritories, this 30th day of October,)
A.D. 1902.)

(Sgd.) Albert F. Ewing,

A notary public in and for the North West Territories.

(2)

CANADA
Province of Alberta,
To Wit:

In the matter of drilling for oil at
Oil City, Southern Alberta.

I, Frank Urenburg, of the City of Calgary, in the Province of Alberta, driller, do solemnly declare that while drilling for oil for the Rocky Mountain Development Company, Limited, at Oil City, Alberta, some years ago, number one (1) well struck crude oil at a depth of 1,020 feet and flowed, in my estimation, at between three hundred and four hundred barrels per day, and continued so flowing until checked by the drills breaking off in the well, where they still remain.

I am satisfied that when the obstructions are removed from this well it will again begin to flow at the same or a greater rate.

And I make this solemn declaration conscientiously believing the same to be true and knowing it is of the same force and effect as if made under oath, and by virtue of the Canada Evidence Act.

Declared before me at the City of)
Calgary, in the Province of Al-) (Sgd.)
berta, this 22nd day of June,) Frank Urenburg.
A.D. 1914.)

(Sgd.) A. P. Patrick, J.P.

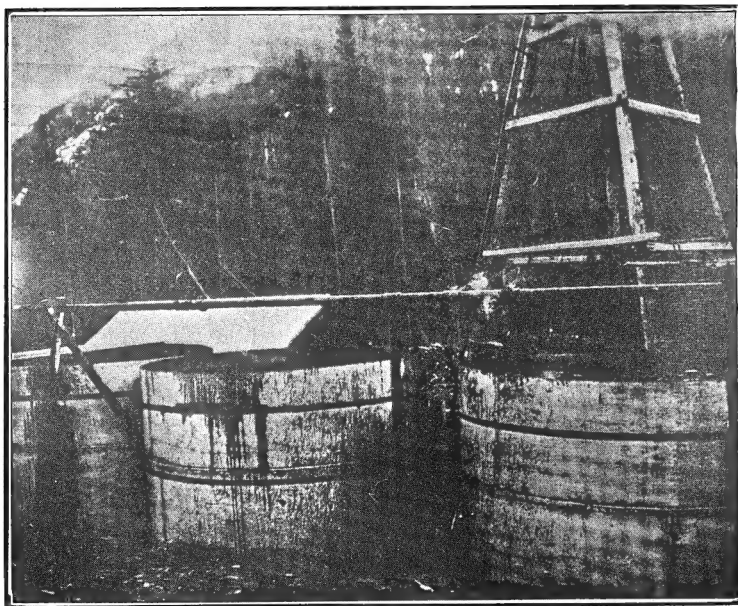
A justice of the peace in and for the Province of Alberta.

The Memorandum of Association appears on page 13 of the Prospectus.

The number of shares fixed by the Articles of Association as the qualification of a Director is 100 shares.

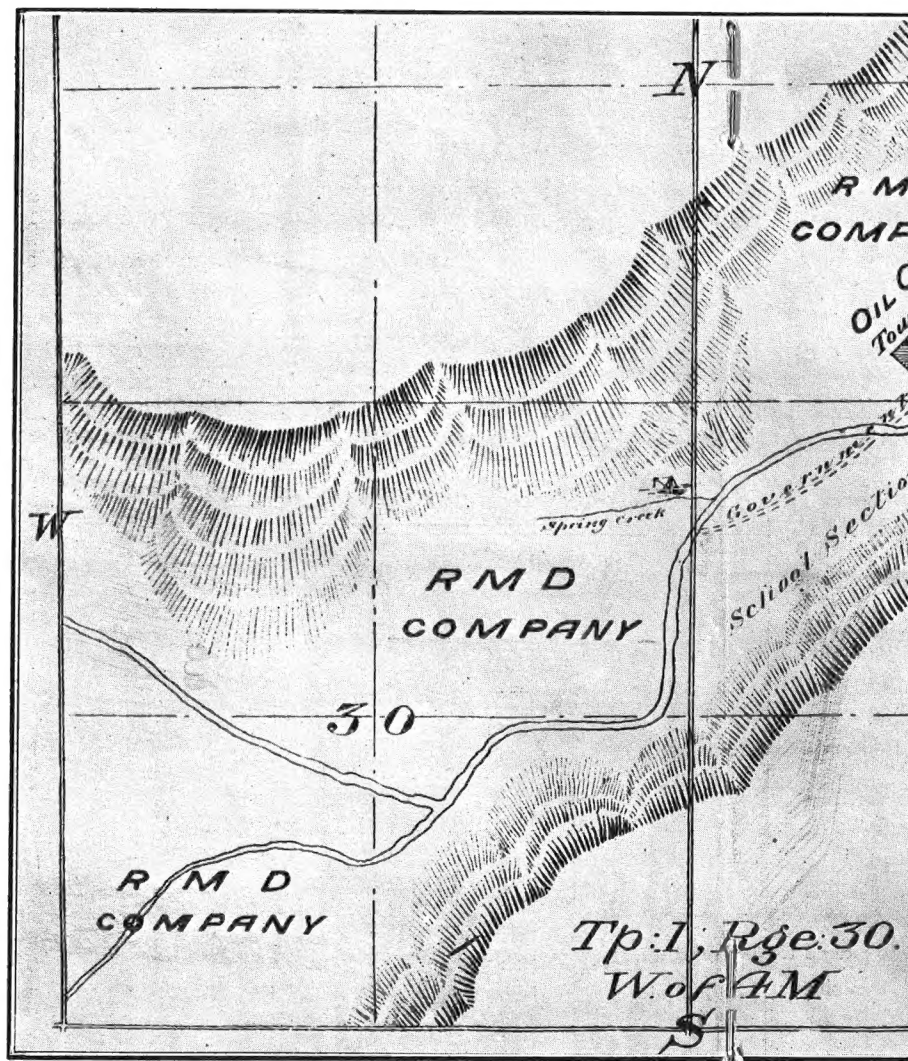
The names, occupations and addresses of the Directors appear on page 1 of this Prospectus, and the number of shares agreed to be taken by them respectively is 100 shares.

None of the Directors' shares are held or agreed to be taken by any of them, otherwise than in his own right as beneficial owner.

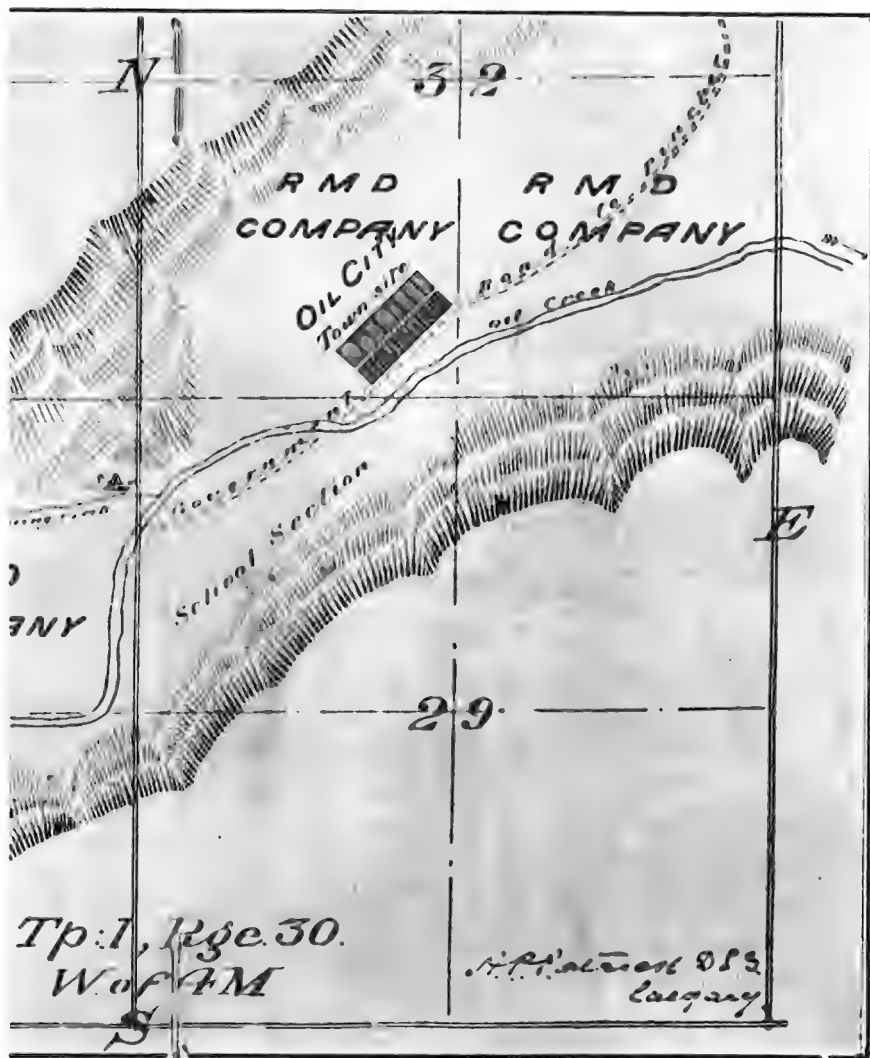


The reward of our labour—the OIL in the tanks

This cut is taken from the original prospectus of the Rocky Mountain Development Company



This cut is taken from the original prospectus of the Rocky Mountain De



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The minimum subscription upon which the Directors may proceed to commence business is 500 shares, payable in full on application.

One hundred and seventy-five thousand shares in the Company are to be issued to the Vendors under the agreement, dated the 27th day of June, 1914, hereinafter more particularly referred to and credited as fully paid up, otherwise than in cash in consideration for the assignment to the Company by the Vendors of the oil properties and rights under the terms of the said agreement.

The stock granted to the Vendors will be held in trust by the bankers of the Company until the purchase price of the property has been fully paid and sufficient money deposited in the treasury to defray the estimated cost of sinking a well on the property of the Company.

The following persons are interested as Vendors of property to be purchased or acquired by the Company:

William Donald Lineham, of Okotoks; Ernest A. Daggett, of Okotoks, and William M. Connacher, of Calgary. The executors and trustees of the late John Lineham are entitled to receive the sum of one hundred and fifty thousand (\$150,000) Dollars in cash as purchase consideration of certain properties, some of which are to be acquired by the Company.

No part of the said consideration is payable by the Company.

Allan P. Patrick, of Calgary, is entitled to receive the sum of Thirty Thousand (\$30,000) Dollars in consideration for the release of rights in connection with the above lands.

No part of the said sum of thirty thousand (\$30,000) dollars is payable by the Company.

Edward H. Crandell, Allan P. Patrick, Georges de La Salle, Michael C. Costello, Richard B. O'Sullivan, Edward McBride, James W. Davidson, William Tollington, M. Ross Wallace, William S. Bates, E. M. Cronn, Phillip D. Sprung, Fred E. Osborne, Frank A. Crandell, William A. Denby, William Manarey, John H. Jackson, Joseph Cobbledick, Ernest Willis, T. O. Beattie, Marcel Baartmans, Jane Stuart and William A. Costello, and Mary F. Costello, all of the City of Calgary, and George B. Sexsmith, of Didsbury, in the Province of Alberta; William F. Goodison, of Redcliff, in the Province of Alberta; and M. G. Boggs, of Saskatoon, in the Province of Saskatchewan, are entitled to receive the sum of two hundred thousand (\$200,000) dollars in cash and one hundred and seventy-five thousand shares in the Company in consideration for the sale of certain properties and oil rights to the Company.

Nothing is paid by the Company for good will.

The Company is authorized by these Articles to pay a

Miss Beattie

commission not exceeding twenty-five (25) per cent. of the subscription price of the shares in question to persons subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions for shares in the Company.

The estimated preliminary expenses will be three thousand (\$3,000) dollars.

No amount is intended to be paid to any promoter, except insofar as he may be a Vendor under the agreements herein disclosed.

The amount intended to be reserved for working capital is two hundred thousand (\$200,000) dollars, less the amount expended for preliminary expenses and commission on subscriptions for shares.

The following agreements have been entered into and may be inspected during office hours at the Company's offices:

Agreement dated the 26th day of June, 1914, made between William Donald Lineham, of Okotoks, in the Province of Alberta, Ernest A. Daggett, of Okotoks, in the Province of Alberta, and William M. Connacher, of the City of Calgary, in the Province of Alberta, the executors and trustees under the will of John Lineham, deceased, of the First Part, and Edward H. Crandell, Allan P. Patrick, Georges De La Salle, Michael C. Costello, Richard B. O'Sullivan, Edward McBride, James W. Davidson, William Tollington, M. Ross Wallace, William S. Bates, Ethel M. Cronn, Phillip D. Sprung, Fred E. Osborne, Frank A. Crandell, William A. Denby, William Manarey, John H. Jackson, Joseph Cobbledick, Ernest Willis, J. O. Beattie, Marcell Baartmans, Jane Stuart and William A. Costello, and Mary F. Costello, all of the City of Calgary, and George B. Sexsmith, of Didsbury, in the Province of Alberta, William F. Goodison, of Redcliff, in the Province of Alberta; and M. G. Boggs, of Saskatoon, in the Province of Saskatchewan, of the Second Part, being an agreement for the purchase and sale of 1,541 acres more or less of oil lands and properties situate in Township One (1), Range Thirty (30), West of the Fourth (4th) Meridian, and Township One (1), Range One (1), West of the Fifth (5th) Meridian, in consideration of the sum of one hundred and fifty thousand (\$150,000) dollars in cash.

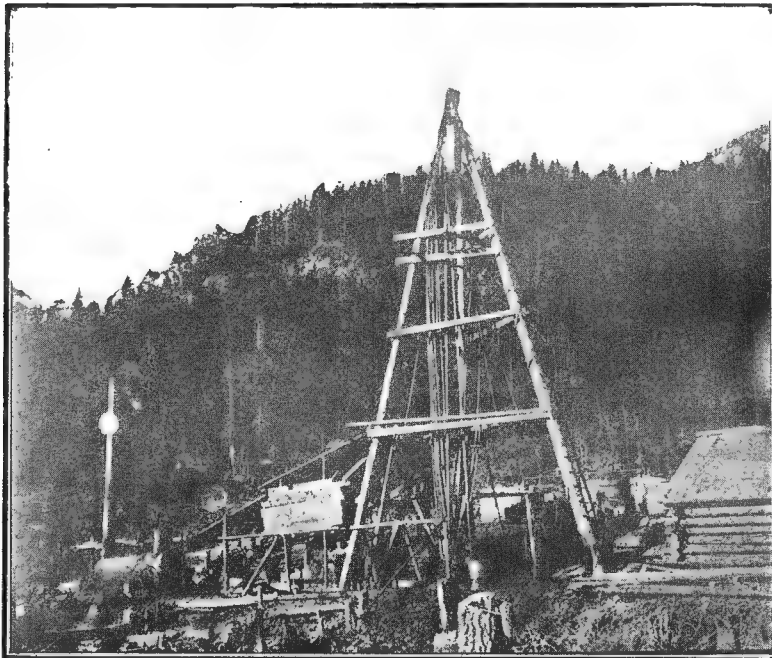
Agreement dated the 26th day of June, 1914, between Allan P. Patrick, of the First Part, and the same parties as the parties of the Second Part in the last above mentioned agreement of the Second Part, being a release of rights of the said Allan P. Patrick in respect of the oil lands and properties comprised in the last above mentioned agreement for the consideration of thirty thousand (\$30,000) dollars.

Agreement dated the 25th day of June, 1914, between the said Edward H. Crandell, Allan P. Patrick, Georges De La Salle, Michael C. Costello, Richard B. O'Sullivan, Edward McBride, James W. Davidson, William Tollington, M. Ross

Wallace, William S. Bates, Ethel M. Cronn, Phillip D. S. Ang, Fred E. Osborne, Frank A. Crandell, William A. Denby, William Manarey, John H. Jackson, Joseph Cobbledick, Ernest Willis, J. O. Beattie, Marcel Baartmans, Jane Stuart, William A. Costello and Mary F. Costello, all of the City of Calgary, in the Province of Alberta, and George B. Sexsmith, of Didsbury, in the Province of Alberta, William E. Goodison, of Dedcliff, in the Province of Alberta, and M. G. Boggs, of Saskatoon, in the Province of Saskatchewan, of the First Part, and the Company of the Second Part, being an agreement for the sale and purchase of 740 acres more or less of oil lands and properties from the Vendors to the said Company, in consideration of the sum of two hundred thousand (\$200,000) dollars in cash and one hundred and seventy-five thousand (175,000) shares, credited as fully paid in the Company.

The Auditors of the Company are: Messrs. Webb, Read, Hegan, Callingham & Company, of 606 Grain Exchange, in the City of Calgary.

The Directors of the Company are parties to the above mentioned agreements and as disclosed in such agreements are interested in the property to be acquired by the Company.



Showing 35 horse power engine at work and the tanks being filled with oil

This cut is taken from the original prospectus of the Rocky Mountain Development Company

Memorandum of Association
OF
The Original Discovery Oil Company, Limited

1. The name of the Company is "The Original Discovery Oil Company, Limited."

2. The registered office of the Company will be situate in the City of Calgary, in the Province of Alberta.

3. The objects for which the Company is established are:

(a) To obtain by purchase, lease, hire, discovery, location or otherwise, and hold within the province, mines, petroleum and gas leases or rights, mineral claims, mineral leases, prospects, mining lands and mining rights of every description, and to work, develop operate, and turn the same to account, and to sell or otherwise dispose of the same or any of them, or any interest therein;

(b) To carry on the business of searching for, prospecting, preparing, producing, refining, piping, storing, transporting, supplying, buying, selling, manufacturing and distributing petroleum and other oils and their products and by-products.

(c) To construct, build, operate and maintain oil wells, refineries, buildings, machinery, plants, stores and warehouses;

(d) To dig for, raise, crush, wash, smelt, assay, analyze, reduce, amalgamate, and otherwise treat gold, silver, copper, lead, ores or deposits and other minerals and metallic substances and compounds of all kinds, whether belonging to the Company or not, and to render the same merchantable, and to buy, sell and deal in the same or any of them;

(e) To buy, sell, and furnish oil and gas for lighting, heating and other purposes; to lay down, construct, maintain and operate pipe lines, tubes, tanks, pump stations, connections, fixtures, storage houses and such machinery, apparatus and devices as may be necessary to operate such pipes and pipe lines between various points; to have the right and power wherever permitted by law to enter upon rights of way, easements, properties of all persons and corporations, and have the right to lay its pipes and pipe lines across and under any public road, railroad, right of way, street, railroad, canal or stream; to lay its pipes or pipe lines across or under any street or alley in any incorporated city or town, with the consent of and under the direction of the proper authorities of such cities or towns; also to carry on the business of producing, refining and storing petroleum products, vegetable and mineral oils;

(f) To manufacture, buy, sell, import, export and generally deal in machinery, pumps, drills, fuses, caps, candles, implements and conveniences suitable for use in connection with the oil or mining business;

(g) To purchase or otherwise acquire and undertake all or any of the assets, business, property, privileges, contracts, rights, obligations and liabilities of any person or company carrying on any part of the business which this Company is authorized to carry on, or possessed of property suitable for the purposes thereof;

(h) To manufacture, buy, sell and generally deal in any plant, machinery, tools, goods or things of any description which in the opinion of the Company may be conveniently dealt in by the Company in connection with any of its objects;

(i) To carry on business as commission and general mer-

chants, agents and factors, and to engage in any other business that may seem directly or indirectly conducive to the success of the operations of the Company;

(j) To distribute any of the property of the Company among the members in specie;

(k) To let on lease or on hire the whole or any part of the real or personal property of the Company on such terms as the Company shall determine;

(l) To apply for, purchase or otherwise acquire any patent, rights, licenses, concessions and the like conferring any exclusive or non-exclusive or limited rights, to use any secret or other information as to any invention which may seem capable or being used for any of the purposes of the Company or the acquisition, of which may seem calculated, directly or indirectly to benefit the Company, and to use, exercise, transfer or grant licenses in respect of or otherwise turn to account the rights or information so required;

(m) To enter into any agreement with any government or authority, or authorities, federal, provincial, municipal, local or otherwise that may seem conducive to the Company's interests or any of them and to obtain from such government or authorities, or take over from other persons or companies possessing the same, any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out and utilize the same, and to obtain or assist in obtaining any Acts of Parliament or of Legislature or any sanctions or orders of any such government or authorities which the Company may deem proper;

(n) To promote, or form, or assist in the promotion or formation of any companies, business or undertakings having objects wholly or in part similar to those of this Company, or for the purpose of acquiring, purchasing, holding, working or otherwise dealing with any property of the Company, or in which the Company is interested, or for any other purpose, with power generally to assist such companies, business or undertakings and in particular by paying or contributing towards the preliminary expenses thereof, or providing the whole or part of the capital thereof, or by taking or disposing of shares therein, or by lending money thereto upon debentures or otherwise, and further to pay out of the funds of the Company all expenses attending the issue of any circular or notice connected with this or any other company.

(o) To subscribe for, take, acquire, hold, sell and give guarantees by way of underwriting or otherwise, in relation to stock shares, debentures, obligations and securities of any company or municipality, public or local board or authority; provided always that the funds of this Company shall not be employed in purchasing or acquiring its own shares, or in loans upon the security thereof;

(p) To do all acts and things which may be necessary or desirable in connection with or to procure for the Company a legal recognition, domicile and status in any province, state or territory in which any of its property, estate, effects or rights may be situated, or in which the Company may desire to carry on business, and to appoint local boards or committees, attorneys or agents (with such powers as the directors of the Company may determine), to represent the Company in any such province, state or territory;

(q) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, cheques, bills of lading, warehouse receipts, warrants, securities under the Bank Act, bonds, debentures, mortgages and other negotiable or transferable instruments or securities of every nature and kind whatsoever;

(r) To advance and lend money upon such security as may be thought proper, or without taking any security therefor;

(s) To invest the moneys of the Company not immediately required, in such manner as from time to time may be determined;

(t) Upon any issue of shares, debentures or other securities of the Company to employ brokers, commission agents and underwriters, and to provide for the remuneration of such persons for their services by payment in cash or by the issue of shares, debentures or other securities of the Company, or by granting of options to take the same, or in any other manner allowed by law;

(u) To borrow, raise or secure the repayment of money in such manner as the Company shall think fit, and in particular by the issue of debentures, debenture stock (perpetual or terminable), mortgages or any other securities founded, based or charged upon all or any of the property and rights of the Company, both present and future, including its uncalled capital, or without any such security, and upon such terms as to priority or otherwise as the Company shall think fit;

(v) To issue or guarantee the issue of, or the payment of, interest on the shares, debentures, debenture stock, or other securities or obligations of any company or association, and to pay or provide for brokerage, commission and underwriting in respect of any such issue;

(w) To acquire by subscriptions, purchase or otherwise, and to accept and take, hold or sell shares or stock in any company, society or undertaking, the objects of which shall in whole or in part be similar to those of this Company, or such as may be likely to promote or advance the interests of this Company;

(x) To pay for any lands, business, property, rights, privileges, concessions, acquired or agreed to be acquired by the Company, and generally to satisfy any payment by, or obligation of the Company by the issue of shares of this or any other company credited as fully or partly paid up, or of debentures or other securities of this or any other company credited as fully or partly paid up;

(y) To hold in the names of others any property which the Company is authorized to acquire and to carry on or do all or any of the matters aforesaid in the Province of Alberta, or any other state or colony, and either in the name of the Company or any company, firm or person as trustee for this Company.

(z) To pay the expenses, preliminary and incidental to the formation, establishment and registration of the Company;

(aa) To sell, lease, exchange, surrender or otherwise deal with the whole of the undertaking and property and rights of the Company or any part thereof, for such consideration as the Company may see fit, and in particular for any shares (whether credited as partly or fully paid up or otherwise) debentures or securities of any other company, and to divide such part, or parts, as may be determined by the Company, of the purchase money, whether in cash, shares or other equivalent which may at any time be received by the Company on a sale or other dealing with the whole or part of the property, estate, effects and rights of the Company amongst the members of the Company by way of dividend or bonus in proportion to their shares or to the amount paid upon the shares or otherwise to deal with the same as the Company may determine;

(bb) Generally, to carry on any other business, except the construction and operation of railways, telegraph and telephone lines, the business of banking, the business of insurance, or the business of a trust company, which may seem to the Company capable of being conveniently or profitably carried on in connec-

tion with the above or calculated directly or indirectly to enhance the value and render profitable any of the Company's properties or rights, and to do all and everything necessary suitable, convenient or proper for the accomplishment of any of the purposes of the attainment of any one or more of the objects herein enumerated or incidental to the powers herein named, or which shall at any time appear to be conducive or expedient for the protection or benefit of the Company. And it is hereby declared that in the interpretation of this clause, the meaning of the Company's objects shall not be restricted by reference to any other object, or by the juxtaposition of two or more objects, and that in the event of any ambiguity this clause shall be construed in such a way as to widen and not restrict the powers of the Company.

PROVIDED, that nothing herein contained shall be deemed to confer upon the Company any powers to which the jurisdiction of the legislature of the Province of Alberta does not extend, and particularly shall not be deemed to confer the right to issue promissory notes in the nature of bank notes; and all the powers in the said Memorandum of Association contained shall be exercisable subject to the provisions of the laws in force in Alberta and regulations made thereunder, in respect of the matters therein referred to and especially with respect of the construction and operation of railways, telegraph and telephone lines, the business of insurance and any other business with respect to which special laws and regulations may now or may hereafter be put in force.

4. The liability of the members is limited.

5. The capital of the Company is \$1,000,000, divided into 1,000,000 shares of \$1.00 each.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:

NAMES	ADDRESSES AND DESCRIPTION OF	NO. OF SHARES
	OF SUBSCRIBERS.	
W. T. REILLY, Calgary, Alberta	Student-at-Law.	One Share
M. H. STAPLES, Calgary, Alberta	Barrister-at-Law.	One Share
ALEXANDER INGLIS, Accountant		One Share

WITNESS: G. A. Cooper, Barrister.

